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12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISCO DIVISION

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16 12 TRENTON H. NORRIS,

No. C 04-4375 SI

17 Plaintiff,

v.

18 14 LOUIS E. VARELA NEVAER,

19 REVISED [PROPOSED] ORDER
20 GRANTING PLAINTIFF'S MOTION
21 FOR DEFAULT JUDGMENT AND
22 FOR AN AWARD OF ATTORNEYS'
23 FEES

24 Defendant.

25 Date: June 3, 2005
26 Time: 9:00 a.m.
Place: Courtroom 10, 19th Floor
Judge: Hon. Susan Illston

27 Plaintiff Trenton H. Norris' Motion For Default Judgment And For An Award of
28 Attorneys' Fees came on regularly for hearing in this Court on June 3, 2005. The Court, having
29 considered Plaintiff's Motion and supporting documents, the documentary evidence, the papers
30 presented in opposition to the motion, the argument presented at the hearing, and good cause
31 appearing, the Court HEREBY ORDERS THAT:

32 1. Plaintiff Trenton H. Norris' Motion For Default Judgment is **GRANTED**.
33 2. Plaintiff Trenton H. Norris' Motion For an Award Of Attorneys' Fees is
34 **GRANTED**.

1 3. Defendants Louis E. Varela Nevaer is liable to Norris for compensatory
2 damages in the amount of \$50,000.

3 4. Defendants Louis E. Varela Nevaer is liable to Norris for punitive
4 damages in the amount of \$50,000

5 5. Defendant Louis E. Varela Nevaer is liable to Norris for attorneys' fees in
6 the amount of \$159,502.

7 6. Defendant Louis E. Varela Nevaer is ordered to abide by terms of the
8 following permanent injunction:

- 9 (a) Mr. Nevaer shall not come within 100 yards of Mr. Norris or Mr. Norris' home or
10 work address;
- 11 (b) Mr. Nevaer shall not come within 100 yards of any person who Mr. Nevaer
12 knows or should know is a relative, domestic partner, co-worker, client, or
neighbor of Mr. Norris', or any such person's home or work address;
- 13 (c) Mr. Nevaer shall not contact (directly, indirectly, using an alias, or using an
14 agent) Mr. Norris in any manner (including, but not limited to, by telephone, e-
mail, letter, or in person) for any purpose;
- 15 (d) Mr. Nevaer shall not contact (directly, indirectly, using an alias, or using an
16 agent) any relative, domestic partner, co-worker, client, or neighbor of Mr.
17 Norris' in any manner (including, but not limited to, by telephone, e-mail, letter,
or in person) for the purpose of stalking, defaming, or harassing them or Mr.
Norris; and
- 18 (e) Mr. Nevaer shall not impersonate Mr. Norris or use his identity in any way;
- 19 (f) Mr. Nevaer shall not impersonate or use the identity of any person to in any way
comment on Mr. Norris;
- 20 (g) Mr. Nevaer shall not transmit or cause to be transmitted to any person (including
21 but not limited to e-mail messages, oral conversations, fliers, press releases, and
22 letters) any personal information about Mr. Norris, including but not limited to
any photograph, home or work address, general location, telephone number, or
any other identifying or contact information;
- 23 (h) Mr. Nevaer shall not transmit or cause to be transmitted to any person (including
24 but not limited to e-mail messages, oral conversations, fliers, press releases, and
25 letters) any personal information about any relative, domestic partner, co-worker,
client, or neighbor of Mr. Norris, including but not limited to any photograph,
home or work address, general location, telephone number, or any other
identifying or contact information;

- (i) Mr. Nevaer shall not make or publish any false statements (including falsified quotations of third parties) or misleading or defamatory statements about Mr. Norris, including but not limited to publication on the internet;
- (j) Mr. Nevaer shall not make or publish any false statements (including falsified quotations of third parties) or misleading or defamatory statements about any relative, domestic partner, co-worker, client, or neighbor of Mr. Norris', including but not limited to publication on the internet;
- (k) Mr. Nevaer shall permanently take down any existing postings regarding Mr. Norris on any website controlled by Mr. Nevaer; including but not limited to those on www.boycottsanfrancisco.com; and
- (l) Mr. Nevaer shall permanently take down any existing postings regarding any relative, domestic partner, co-worker, client, or neighbor of Mr. Norris' on any website controlled by Mr. Nevaer; including but not limited to those on www.boycottsanfrancisco.com.

IT IS SO ORDERED.

DATED: _____

